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BOARD OF EDUCATION OF NEPTUNE CITY
NEPTUNE CITY, NEW JERSEY

A G R E E M E N T

Between:

Board of Education of Neptune City

- and -

Neptune City Education Association

Effective Date:

July 1, 1978, through June 30, 1982

Agreement Date:

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PREAMBLE

This agreement entered into this _____ day of _____
19____, by and between the Board of Education of Neptune City, New
Jersey, hereinafter called the "Board", and the Neptune City Educa-
tion Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION AGREEMENT

1:1 Pursuant to Chapter 123, Laws of 1974, State of New Jersey known as "New Jersey Employer-Employee Relations Act", the Neptune City Board of Education recognizes the Neptune City Education Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full time certificated personnel under contract to the Neptune City Board of Education included herein:

- a. Classroom Teachers
- b. Nurse
- c. Music Teacher
- d. Physical Education Teacher
- e. Speech Teacher
- f. Art Teacher
- g. Reading Specialist

but excluding:

- a. Superintendent
- b. Principal
- c. Board Secretary
- d. All other employees of the Neptune City Board of Education not enumerated in the unit described in the inclusion set forth above.

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2

NEGOTIATION PROCEDURE

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all teachers' employment. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, and be adopted by the Board.
- 2:2 During negotiation, the Board and the Association shall present relevant data, exchange points of view and may make proposals and counterproposals.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:4 Pursuant to Chapter 123, the Board of Education of Neptune City agrees not to conduct negotiations concerning terms and conditions of employment with anyone other than the representative as defined in Article 1, for the term of this Agreement.
- 2:5 This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2:6 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication or a violation of board policy, this Agreement, or, an administrative decision adversely affecting him. A grievance, to be considered under this procedure, must be initiated by the teacher within thirty (30) calendar days of the time the teacher knew or should know of its occurrence.

3:1.2 As used in this Article, the term "teacher" shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Association.

3:2 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

3:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:2.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

3:3 Rights of Teachers to Representation.

3:3.1 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.

- 3:3.2 When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance and shall receive a copy of all decisions rendered.
- 3:4 Procedure
- 3:4.1 Level One - Any employee who has a grievance shall discuss it first with his principal, or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.
- 3:4.2 Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he may set forth his grievance in writing to his principal on the grievance forms provided. The principal shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.
- 3:4.3 Level Three - The teacher, no later than five (5) school days after receipt of the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal, as specified above, and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the principal.
- 3:4.4 Level Four - If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board, or upon request of the teacher, hold a hearing with the teacher and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

3:4.5 Level Five - No claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four, if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education but not the violation, misinterpretation, or misapplication of such rule or regulation or (c) any existing by-laws of the Board of Education or (d) any matter which according to law is beyond the scope of Board authority (e) any complaint of a non-tenure teacher which arises by reason of his not being reemployed (f) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Teachers Association, the employee or the Teachers Association may request the appointment of an arbitrator, such request to be made known to the Superintendent, no later than two (2) weeks after the decision, in writing, of the Board of Education, was known.

A teacher, in order to process his grievance beyond level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

Such request can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's report.

3:5 Procedure for Securing the Services of an Arbitrator.

3:5.1 The following procedure will be used to secure the services of an Arbitrator.

3:5.2 A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

- 3:5.3 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- 3:5.4 If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 3:5.5 The arbitrator shall limit himself to the issues submitted to him, and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding on the parties.

Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

- 3:6 Costs.
- 3:6.1 Each party shall bear the total cost incurred by themselves.
- 3:6.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- 3:7 Content of Forms.
- 3:7.1 Grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered.

ARTICLE 4

TEACHER RIGHTS

- 4:1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board included in the unit, as set forth under Article 1, shall have the right freely to organize, join and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.
- 4:2 No teacher shall be disciplined, or have his increment withheld without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.
- 4:3 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins shall be in good taste.
- 4:4 Nothing contained herein shall be construed to deny or restrict to any teacher such rights, as he may have under New Jersey laws or other applicable laws and regulations of the State of New Jersey.
- 4:5 Teachers shall maintain the right and responsibility to determine grades within the grading policy of the Neptune City School District; based upon his professional judgment of available criteria, pertinent to any subject area to which he is responsible. No grade shall be changed without consultation with the teacher.
- 4:6 Whenever any teacher is required to appear before the Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting, or interview.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 The Board agrees to make available to the Association a current register of certificated personnel, two (2) copies of agendas and minutes of all public Board meetings, one (1) copy of the names and addresses of all teachers, and make available to the Association such other public information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.
- 5:2 Representatives of the Association, the New Jersey Education Association, Monmouth County Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Permission of the school building principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- 5:3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the school building principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- 5:4 The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably. No such equipment shall be removed from school property without approval by the building principal. The Association will pay for any damage incurred, loss, or theft of borrowed property.
- 5:5 The Association shall have, in each school building, space on the bulletin board in each faculty lounge. The location of Association bulletin board space in each faculty lounge shall be agreed upon mutually by the Association and the building principal. Materials to be posted shall be in good taste.

- 5:6 The Association shall have the right to use the inter-school mail facilities and school mail boxes, as it deems necessary. A copy of material to be posted in the mail boxes shall be given to the building principal. Such material shall be in good taste.
- 5:7 The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, as the exclusive representative of the teachers, and to no other comparable teacher organizations.
- 5:8 Whenever by mutual agreement of the parties, any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

ARTICLE 6

WORK YEAR

- 6:1 Prior to April 1, each year, the Association shall meet with the Superintendent and submit to the Board, through the Superintendent, its recommendations for the calendar for the ensuing school year.
- 6:2 The Board in determining said school calendar year shall consider the recommendations of the Association prior to the adoption of the official school calendar.
- 6:3 The in-school work year for teachers employed on a ten month basis (other than new personnel, who may be required to attend additional orientation days) shall not exceed 186 days.
- 6:3.1 The in-school work year shall include days when pupils are in session, orientation days and any other days when teachers attendance is required.

ARTICLE 7

TIME REQUIREMENTS

- 7:1 As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty sign-in-sign-out roster. Upon leaving the building at any time a teacher will indicate their absence from the building by initialing the faculty sign-in-sign-out roster.
- 7:1.1 The in-school work day for teachers shall not exceed six (6) hours and fifty (50) minutes except for emergencies and faculty meetings.
- 7:1.2 The Superintendent shall have the right to schedule a reasonable number of faculty meetings during the school year at which teacher attendance is required. However, teachers shall not be required to attend such meetings for more than one (1) hour beyond the normal school day as set forth herein. Faculty meetings should be announced 48 hours prior to the meeting except in emergencies. An agenda for such meetings should be submitted if possible a day in advance. Written suggestions from the faculty are welcomed. In addition, the Association President, upon request, shall be given five (5) minutes time on the agenda of any faculty meeting.
- 7:1.3 The Board agrees that the administration will periodically encourage students and parents to adhere as strictly as possible to the specified school hours.
- 7:2 Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but they must indicate their leaving and return by initialing the faculty "sign-in-sign-out" roster.
- 7:3 Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight or week-end trips, shall be voluntary.
- 7:4 Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them and the Board and Administration.

- 7:5 Teachers shall be permitted to leave the school buildings at the close of the pupil day with the approval of the building principal. Said approval will not be unreasonably withheld.
- 7:6 During the time of this contract the Superintendent of Schools may schedule eight (8) evening meetings per year. Such meetings shall not be longer than three (3) hours per meeting. Adequate notice of not less than one (1) week in advance of such meeting shall be given to those expected to attend.
- 7:7 On the day preceding the beginning of the Thanksgiving, Christmas, or Easter vacation periods school shall be held on the basis of a four-hour (4) regular day exclusive of lunch.

ARTICLE 8

INSTRUCTIONAL COUNCIL

- 8:1 A joint Instructional Council consisting of the Superintendent of Schools or his designee, and one principal, appointed by the Superintendent and ten (10) members of the Neptune City Education Association appointed by the Association is hereby established. The Council shall meet once a month while school is in session and advise and consult the Board through the Superintendent on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non teaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students, and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra-curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational specifications for buildings, teacher responsibilities, and other matters regarding the effective operation of the Neptune City School district.
- 8:2 The Educational council shall establish rules of procedure. The Superintendent shall act as chairman and he shall be responsible for arrangements and conduct of meetings.
- 8:3 The Council shall meet by prepared agenda.
- 8:4 The Council shall be empowered by majority vote to form sub-committees to study and render reports to the Council concerning the topics suggested in 8:1 above.
- 8:5 The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in 8:1 above. The Council, in preparing its recommendations for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.
- 8:6 The Board shall reply to the recommendations of the Council setting forth in writing their reaction to such recommendations within a reasonable period of time, as indicated by the nature of the recommendations.

- 8:7 All reports and recommendations outlined above in 8:5 shall be in writing.
- 8:8 Meetings shall generally be held during evening hours, usually beginning at seven-thirty p.m.
- 8:9 The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$300.00 annually to provide for expenditures related to the work of the Council.

ARTICLE 9

TEMPORARY LEAVE OF ABSENCE

- 9:1 As of the beginning of the 1978-79 school year, teachers shall be entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum of four (4) days in any contract year.
- 9:1.1 Marriage in immediate family.
- 9:1.2 Graduation exercises of the employee or his children.
- 9:1.3 Required appearance in court.
- 9:1.4 Death of a close relative not residing in the household.
- 9:1.5 Religious holidays and ceremonies.
- 9:1.6 As may be required to meet the beginning or ending dates of NDEA institutes, etc.
- 9:1.7 Attendance of Association representatives at conferences and conventions of state and national organizations. (The combined total for all Association representatives shall not exceed three (3) man days.)
- 9:2 Teachers shall be granted two (2) temporary leave days without specifying the reason, if they deem it to be of a personal nature. If on any one day, requests for a temporary leave day of a personal nature exceed ten (10) percent in a building, or, in the case of buildings in which there are fewer than twenty teachers these requests exceed two (2) teachers, the Superintendent may deny or postpone requests beyond the above limitations. Such denial shall be subject to grievance procedures.
- 9:3 All leaves of absence referred to in clauses 9:1 through and including 9:2 are subject to the following conditions.
- 9:3.1 At least twenty-four (24) hours notice shall be given in requesting a personal day through the building principal. Lacking such notice, the absence will be considered unauthorized and teacher's pay will be deducted at a daily rate of 1/200th of the annual salary. Deduction of salary will be waived in case of extreme emergency.

- 9:3.2 Personal days will not be granted the day immediately preceding or following a vacation as defined by the school calendar, except for court appearance or other extreme emergency not related directly to the extension of a vacation period.
- 9:3.3 The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.
- 9:4 Two days may be granted upon request to the office of the Superintendent of Schools for the purpose of visiting other schools, or attending meetings or conferences of an educational nature.
- 9:5 Up to five (5) days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; grandchildren; father-in-law and mother-in-law).
- 9:6 Extensions to any temporary leaves of absence referred to in Sections 9:1, through 9:3 as outlined above, may be made at the discretion of the Superintendent of Schools.
- 9:7 A regularly appointed teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.
- Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his pay and his military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.
- 9:8 Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE 10

EXTENDED LEAVES OF ABSENCE

- 10:1 Military leave, without pay, shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- 10:2 Upon return from leave granted pursuant to Section 10:1, of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave, and shall be placed on the salary schedule at the level he would have achieved, if he had not been absent. A teacher shall not receive increment credit for time spent on leave granted pursuant to Sections 10:3 and 10:4 of this Article.
- 10:3 A maternity leave of absence, without pay, will be granted to any tenure teachers in accordance with the regulations of the State of New Jersey. A teacher applying for such leave, will when possible, notify the administration of her intent as soon as feasible. A teacher granted leave, must notify the Board of her intent to return to school sixty (60) days prior to the Board's issuance of contracts (April 30th), if the leave is for the calendar year, or otherwise, sixty (60) days prior to the termination date of the leave. Such leave of absence shall be for a period of up to two (2) years. In the case of a non-tenure teacher Maternity Leaves shall be granted upon request but may not extend beyond the contract year in which they are taken.
- 10:3.1 A teacher on maternity leave shall have the opportunity to substitute in the Neptune City School District in the area of her certification, at the discretion of the Superintendent of Schools.
- 10:3.2 Any tenure teacher adopting an infant child may be granted a leave up to a period of two (2) years. Such leave shall commence upon her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

- 10:4 Other requests for leave of absence may be granted by the Board upon the recommendation of the Superintendent of Schools.
- 10:4.1 All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and he shall be assigned within the scope of his certification as determined by the State Board of Examiners.
- 10:5 All extensions or renewals of leaves shall be applied for and granted in writing and shall be acted upon by the Board upon the recommendation of the Superintendent of Schools.

ARTICLE II

INSURANCE PROTECTION

- 11:1 As of the beginning of the 1978-79 school year, the Board agrees to provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family plan insurance coverage, as provided through the New Jersey Public and School Employees Health Benefits Program.
1. Blue Cross
 2. Blue Shield
 3. Rider J
 4. Major Medical
- 11:2 The Board shall arrange for the continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association provided that the retiree shall pay his own premium.
- 11:3 At the beginning of the 1978-79 school year, the Board agrees to provide dental insurance for the employee and his/her family. The carrier shall be one mutually agreeable to the Board and the Association.
- 11:4 The Board shall instruct the carrier to provide each teacher with a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 1978-79 school year, which shall include a clear description of conditions and limits of coverage, as listed above.

ARTICLE 12

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

12:1 No later than May 1 of each school year, the Superintendent shall make available to the Association and post in all school buildings a list of the known unfilled positions, including a summer school, which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of June 1, July 1 and August 1. During July and August, the revised list will not be posted in the school buildings. However, it will be forwarded to the Association President at his summer address, as filed with the Board.

12:2 Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference.

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. The final decision pertaining to assignments rests with the Superintendent of Schools. Upon reaching his decision, the Superintendent shall notify the employees involved.

12:3 As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President, a system-wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Superintendent or his designee will be held.

12:4 Notice of all open positions (except classroom teachers) in the Neptune City Schools shall be posted in all schools and set to the Association President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.

ARTICLE 13

TEACHER EVALUATION

- 13:1 A teacher shall be given a copy of any evaluation report prepared by his evaluators before or during any conference held to discuss it. If the teacher is dissatisfied with his evaluation conferences, he may request additional conference time prior to the evaluation being placed in his file. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. The teacher shall sign all material of this nature that is placed in his file. Such signature shall indicate only that the report has been read by the teacher, and in no way indicates agreement with the contents thereof.
- 13:2 Those complaints regarding a teacher made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his file.
- 13.3 The teacher shall acknowledge that he has had the opportunity to review such complaint by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- 13:4 All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the Supervisor. The Association shall be informed, if any employee described in the unit in Article 1, has refused to sign derogatory or evaluation material that is being placed in his file.
- 13:5 Any material placed in a teacher's file which the teacher has not seen and initialed shall not be used in any proceedings against him.

- 13:6 Non-tenure teachers shall be evaluated by their immediate supervisors at least four (4) times in each school year to be followed in each instance by a conference between the teacher and his immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.

ARTICLE 14

SICK LEAVE

- 14:1 As of September 1, 1972, all teachers employed shall be entitled to ten (10) sick leave days each school year, as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 14:2 Previously accumulated unused sick leave days, accumulated in the Neptune City Schools shall be reinstated upon a teacher's return to the school system.
- 14:3 Teachers shall be given a written account of their accumulated sick leave days not later than September 30 of each school year.

ARTICLE 15

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 15:1 A teacher shall be eligible for reimbursement of up to \$75.00 per credit to a maximum of six (6) credit hours in any year. Such courses must be broadly related to the teacher's school assignment and must be approved by the Superintendent of Schools. Courses required for certification purposes are not eligible for reimbursement.
- 15:2 The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions which a teacher is required by the Board to be taken, except for certification purposes.
- 15:3 The Board and Administration encourage the cooperation of the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

ARTICLE 16

SALARIES

- 16:1 The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and make a part hereof.
- 16:1.1 Teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 16:1.2 Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June, provided they have completed all of their professional responsibilities.
- 16:1.3 When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- 16:1.4 Teachers shall receive their final pay checks provided they have completed all professional responsibilities.
- 16:1.5 Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE 17

DEDUCTION FROM SALARY

- 17:1 The Board agrees to deduct from the salaries of its teachers dues for the Neptune City Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, as said teacher individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws 1969 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Neptune City Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- 17:2 Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 17:3 Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

ARTICLE 18

MISCELLANEOUS PROVISIONS

- 18:1 This Agreement shall be construed as though it were a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 18:2 If any provision of this Agreement, or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 18:3 Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers employed.
- 18:4 The Association recognizes that the Board may not by Agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- 18:5 It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- 18:6 Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by Association, to Board, at Administration Offices,
Wilson School, Neptune City, New Jersey.

If by Board to Association, at the school address of the
Association President.

ARTICLE 19

SPECIALISTS

- 19:1 The Board will continue in its efforts to expand in its specialists' program, i.e., Art, Music and Physical Education.

ARTICLE 20

DURATION OF AGREEMENT

- 20:1 This Agreement shall be effective as of July 1, 1978, except as herein provided, and shall continue in effect through June 30, 1982. Furthermore, the entire Agreement is subject to the Association's right to begin negotiating over a successor Agreement (July 1, 1982) on or before October 1, 1981. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- 20:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

Neptune City Education Association

By Kay M. Heppinstill
President

By Elizabeth Williams
Secretary

Neptune City Board of Education

By Fred C. Bunch
President

By Ernyne Sundas
Secretary

NEPTUNE CITY
SALARY GUIDE
1980-81

| | | B.A. & 30 | M.A. | M.A. & 15 | M.A. & 30 |
|-----|--------|-----------|--------|-----------|-----------|
| 1. | 11,325 | 11,675 | 12,050 | 12,425 | 12,800 |
| 2. | 11,825 | 12,175 | 12,550 | 12,925 | 13,300 |
| 3. | 12,375 | 12,725 | 13,100 | 13,475 | 13,850 |
| 4. | 12,875 | 13,225 | 13,600 | 13,975 | 14,350 |
| 5. | 13,375 | 13,725 | 14,100 | 14,475 | 14,850 |
| 6. | 13,875 | 14,225 | 14,600 | 14,975 | 15,350 |
| 7. | 14,375 | 14,725 | 15,100 | 15,475 | 15,850 |
| 8. | 14,875 | 15,225 | 15,600 | 15,975 | 16,350 |
| 9. | 15,375 | 15,725 | 16,100 | 16,475 | 16,850 |
| 10. | 15,900 | 16,250 | 16,625 | 17,000 | 17,375 |
| 11. | 16,375 | 16,725 | 17,100 | 17,475 | 17,850 |
| 12. | 16,900 | 17,250 | 17,625 | 18,000 | 18,375 |
| 13. | 17,425 | 17,775 | 18,150 | 18,525 | 18,900 |
| 14. | 17,950 | 18,300 | 18,675 | 19,050 | 19,425 |
| 15. | 19,025 | 19,375 | 19,750 | 20,125 | 20,500 |
| 16. | 20,575 | 20,925 | 21,300 | 21,675 | 22,050 |

Longevity: \$650 a year granted at the 17th year. Those on Step 16 in 1979-80 shall be considered as having reached 17th year in 1980-81.

NEPTUNE CITY
SALARY GUIDE
1981-82

| | B.A. | +30 | M.A. | +15 | +30 |
|-----|--------|--------|--------|--------|--------|
| 1. | 11,775 | 12,125 | 12,500 | 12,875 | 13,250 |
| 2. | 12,350 | 12,700 | 13,075 | 13,450 | 13,825 |
| 3. | 12,925 | 13,275 | 13,650 | 14,025 | 14,400 |
| 4. | 13,500 | 13,850 | 14,225 | 14,600 | 14,975 |
| 5. | 14,075 | 14,425 | 14,800 | 15,175 | 15,550 |
| 6. | 14,600 | 14,950 | 15,325 | 15,700 | 16,075 |
| 7. | 15,175 | 15,525 | 15,900 | 16,275 | 16,650 |
| 8. | 15,725 | 16,075 | 16,450 | 16,825 | 17,200 |
| 9. | 16,300 | 16,650 | 17,025 | 17,400 | 17,775 |
| 10. | 16,875 | 17,225 | 17,600 | 17,975 | 18,350 |
| 11. | 17,425 | 17,775 | 18,150 | 18,525 | 18,900 |
| 12. | 18,000 | 18,350 | 18,725 | 19,100 | 19,475 |
| 13. | 18,550 | 18,900 | 19,275 | 19,650 | 20,025 |
| 14. | 19,150 | 19,500 | 19,875 | 20,250 | 20,625 |
| 15. | 20,075 | 20,425 | 20,800 | 21,175 | 21,550 |
| 16. | 21,700 | 22,050 | 22,425 | 22,800 | 23,175 |

Longevity: \$650 a year granted at the 17th year. Those on Step 15 in 1979-80 shall be considered as having reached 17th year in 1981-82.